



MANDATORY CHAMBER COPY

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CAMCAL ENTERPRISES, LLC dba  
BOTTLEKEEPER,

Plaintiff,

v.

BLUE MARBLE PRODUCTS, LLC  
dba TRUEHOMEBLISS.COM,

Defendant.

Case No.: 2:17-cv-05332-PSG(RAOx)

**[PROPOSED] CONSENT  
JUDGMENT AND PERMANENT  
INJUNCTION**

Hon. Philip S. Gutierrez

1 WHEREAS, plaintiff CamCal Enterprises, LLC dba BottleKeeper  
2 ("BottleKeeper") and defendant Blue Marble Products, LLC dba TrueHomeBliss.  
3 com ("Blue Marble") have agreed in a separate agreement to settlement of the  
4 matters in issue between them and to entry of this Consent Judgment and Permanent  
5 Injunction, it is hereby ORDERED, ADJUDGED, AND DECREED THAT:

6 1. This is an action for patent infringement under the patent laws of the  
7 United States, Title 35, United States Code.

8 2. This Court has jurisdiction over all of the parties in this action and over  
9 the subject matter in issue based on 28 U.S.C. §§1331 and 1338(a). This Court  
10 further has continuing jurisdiction to enforce the terms and provisions of this  
11 Consent Judgment and Permanent Injunction. Venue is also proper in this Court  
12 pursuant to 28 U.S.C. §1400(b).

13 3. BottleKeeper is a limited liability company organized under the laws  
14 of the State of Arizona and has a place of business at 125 Lomita Street, El  
15 Segundo, California 90245.

16 4. Blue Marble is a limited liability company organized under the laws of  
17 the State of California and has its principal place of business at 1328 Mission Street  
18 #9, San Francisco, California 94103.

19 5. Blue Marble has manufactured, used, imported, offered for sale, and/or  
20 sold certain bottle enclosures in/into the United States under the names "Outag,"  
21 "Chief," and "BIERskins" (hereinafter the "Blue Marble bottle enclosures").  
22 Relevant pages from the Blue Marble Internet website (www.truehomebliss.com)  
23 illustrating Blue Marble bottle enclosures are attached hereto as **Exhibit 1**.

24 6. BottleKeeper is, by assignment, the owner of all right, title, and  
25 interest in United States Patent No. 9,505,527 (hereinafter referred to as "the '527  
26 patent") and United States Patent No. 9,637,270 (hereinafter referred to as "the '270  
27 patent"). Copies of the '527 patent and the '270 patent are attached hereto as  
28 **Exhibits 2 & 3**, respectively.

1           7.     The '527 patent, issued on November 29, 2016, is valid and  
2 enforceable, and has been infringed by Blue Marble's manufacture, use,  
3 importation, offer for sale, and/or sale of the Blue Marble bottle enclosures in/into  
4 the United States.

5           8.     The '270 patent, issued on May 2, 2017, is valid and enforceable, and  
6 has been infringed by Blue Marble's manufacture, use, importation, offer for sale,  
7 and/or sale of the Blue Marble bottle enclosures in/into the United States.

8           9.     Blue Marble will not directly or indirectly aid, assign, or participate in  
9 any action or proceeding contesting the validity of the '527 patent and/or the '270  
10 patent.

11          10.    Blue Marble, its officers, directors, agents, servants, employees,  
12 attorneys, confederates, and all persons and/or entities acting for, with, by,  
13 through, and/or in concert and participation with them, or any of them, are hereby  
14 permanently enjoined from engaging in any of the following activities:

15               (a) manufacturing, using, importing, offering for sale, and/or selling  
16 the Blue Marble bottle enclosures in/into the United States;

17               (b) manufacturing, using, importing, offering for sale, and/or selling  
18 any bottle enclosure that infringes the '527 patent and/or the '270 patent; and

19               (c) inducing or enabling each other or others to manufacture, use,  
20 import, offer to sell, and/or sell any bottle enclosure that infringes the '527 patent  
21 and/or the '270 patent.

22          11.    Service by first class mail upon Blue Marble, addressed to Michelle C.  
23 Dunn, Platinum Intellectual Property, LLP, 1346 The Alameda, Suite 7245, San  
24 Jose, California 95126, of a copy of this Consent Judgment and Permanent  
25 Injunction entered by the Court is deemed sufficient notice under Federal Rule of  
26 Civil Procedure 65. It shall not be necessary for Blue Marble to sign any form of  
27 acknowledgement of service.

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1           12. The parties shall bear their own attorneys' fees and costs.  
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3 **IT IS SO ORDERED:**  
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5 Dated: December 21, 2017  
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Hon. Philip S. Gutierrez  
United States District Judge  
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